# IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

LORI COWEN, et al.,

Plaintiff,

VS.

LENNY & LARRY'S, INC.,

Defendant.

Case No. 1:17-CV-01530

Judge Robert W. Gettleman

Magistrate Young B. Kim

# [PROPOSED] ORDER GRANTING JOINT MOTION FOR PRELIMINARY APPROVAL

Plaintiffs Lori Cowen, Rochelle Ibarrola, Ava Adames, Amanda Wells, and Barbara Whalen ("Plaintiffs") and defendant Lenny & Larry's, Inc. (converted to and now known as Lenny and Larry's, LLC) ("Defendant" or "Lenny & Larry's") have agreed to settle the above-captioned lawsuit.

The parties' joint Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") came before this Court, the Honorable Robert W. Gettleman presiding, on October 31, 2018. The Court having considered the Class Action Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs and Defendant, and upon an examination of the Joint Motion for Preliminary Approval and all supporting papers submitted therewith, and in consideration of any oral argument, and finding good cause, HEREBY ORDERS THE FOLLOWING:

# A. Preliminary Approval of Settlement.

1. The Joint Motion for Preliminary Approval is hereby GRANTED. Accordingly, the Court grants preliminary approval of the proposed settlement as set forth in the Settlement Agreement ("Settlement"). Capitalized terms herein shall have the definitions set forth in the Settlement Agreement.

Parties, that the Settlement is fair, adequate, and reasonable to the Settlement Class (as defined

It appears to the Court, based on the materials and information submitted by the

below in section B). The Settlement appears to be the product of serious, informed, non-

collusive negotiations, has no obvious deficiencies, and does not grant preferential treatment to

Plaintiffs or any segment of the Settlement Class. The Settlement falls within the range of

reasonableness and appears to be presumptively valid, subject only to any objections that may be

raised at the Final Approval Hearing and to Final Approval by this Court.

B. Provisional Class Certification for Settlement Purposes Only.

1. For the purposes of the Settlement only, the Court finds that the proposed

Settlement Class is ascertainable and that there is a sufficiently well-defined community of

interest among the Settlement Class in questions of law and fact. Therefore, for Settlement

purposes only, the Court grants provisional certification of the following "Settlement Class" as

defined as follows:

2.

All United States resident consumers who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online from any time up to the date of Final Settlement

Approval.

2. For the purposes of the Settlement only, the Court further designates as Class

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3. The Court confirms Epiq as the Claims Administrator.

C. Notice of Proposed Settlement.

- 1. The Court finds that the form, manner, and timing of the notice to the Settlement Class regarding the pendency of this Action and of this Settlement, as set forth below and in the Settlement Agreement, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute valid, due, and sufficient notice to all Settlement Class Members.
- 2. In the present case, notice by publication is appropriate because Lenny & Larry's does not know the identity of its consumer customers except for those that purchased directly from Lenny & Larry's through its website. Therefore, providing notice to Settlement Class Members via web advertising and publication in Sports Illustrated and People magazines and on the Settlement's website constitutes the best notice practicable under the circumstances.
- 3. <u>Form and Content</u>: The Court approves, as to form and content, Notice Documents in substantially the same form as those attached hereto as Exhibits A through D.
- 4. <u>Manner:</u> The Court approves the manner of notice to be given to the Settlement Class Members as set forth in the Settlement Agreement. Specifically, the Court directs that the Claims Administrator will publish a Summary Notice of Settlement, in substantially the same form as attached as Ex. A hereto. Publication shall occur in Sports Illustrated and People magazines. The Claims Administrator shall also run banner ads. The Court further directs that the Claims Administrator will also establish a Settlement Website that will contain the Long Form Notice of Settlement. The Claims Administrator will also email Summary Notices with links to the settlement website to all last known email addresses of online purchases of Lenny & Larry's baked good products.
  - 5. <u>Timing:</u> The Court directs notice to be given to Settlement Class Members in

accordance with the implementation schedule set forth in Section G below.

# D. Objections to the Settlement.

- 1. Settlement Class Members who wish to object to the Settlement shall do so in writing in the manner set forth in the Settlement Agreement and Notice Documents. Written objections, and any supporting materials the objector wishes the Court to consider prior to its determination of whether the Settlement will be granted final approval, must be submitted online via the Settlement Website by January 29, 2019.
- 2. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance of the due process rights of all Settlement Class Members.

# E. Opting-Out of the Settlement.

1. Settlement Class Members who wish to opt-out of the Settlement Class shall do so via the manner set forth in the Settlement Agreement and Notice Documents. Requests for Exclusion must be submitted online via the Settlement Website by January 29, 2019.

# F. Final Approval Hearing.

- 1. On March 19, 2019 at 10:30 a.m. in Courtroom 1703 of the United States District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, IL 60604, the Court shall conduct a final approval hearing ("Final Approval Hearing") on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class.
- 2. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a Final Order and Judgment should be entered; and (c) whether Plaintiffs' motion for a Class Counsel Award and Class Representative Enhancement Award should be granted.
- 3. No later than 14 days prior to the Final Approval Hearing, counsel for the parties may, either jointly or separately, file memoranda, declarations, and other statements and

materials in support of their request for final approval.

4. No later than 30 days prior to the Final Approval Hearing, counsel for Plaintiffs shall file a motion for Class Counsel Award and Class Representative Enhancement Award.

# G. Settlement Implementation Schedule.

1. The Court orders the following implementation schedule for further proceedings:

| Deadline for Claims Administrator to publish Summary Notice of Settlement   | November 30, 2018 |
|---|-------------------|
| Deadline to opt-out   | January 29, 2019  |
| Deadline for objections to be received  | January 29, 2019  |
| Deadline to submit a claim  | January 29, 2019  |
| Deadline for Plaintiffs to file a motion for<br>Class Counsel Award and Class<br>Representative Enhancement Award | February 5, 2019  |
| Deadline for the parties to file memoranda and documents in support of request for final approval                 | March 5, 2019     |
| Final Approval Hearing  | March 19, 2019    |

# H. Miscellaneous.

- Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.
- 2. To facilitate the administration of the Settlement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement unless and until such Settlement Class Members have submitted valid Requests for Exclusion *via* the Settlement Website or the time for submitting Requests for Exclusion *via* the Settlement Website has elapsed.

- 3. Counsel for the Parties are hereby authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.
- 4. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections) be continued or adjourned by the Order of the Court.

IT IS SO ORDERED.

Dated: // Jonaile , 2018

Honorable Robert W. Gettleman United States District Court Judge

# If you bought Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive money or products from a class action settlement

If you purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive monetary compensation up to \$50 or free products worth up to \$30 from a class action settlement.

The lawsuit, known as: Lori Cowen, et al. v. Lenny & Larry's, Inc., Case No. 1:17-cv-01530, currently pending in the United States District Court for the Northern District of Illinois, Eastern Division, asserts claims against Lenny & Larry's, Inc. (converted to and now known as Lenny and Larry's, LLC) ("Lenny & Larry's") related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie. Lenny & Larry's denies any wrongdoing, and the Court has not decided who is right.

Who is included? The Settlement Class includes: All United States resident consumers who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to March 19, 2019.

What are the Settlement Benefits? Each Settlement Class Member who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to March 19, 2019, is entitled to a cash distribution not exceeding the greater of (i) the amount reflected by their proof of purchase up to \$50.00 or (ii) \$20.00. However, multiple proofs of purchase may be used to establish one claim. All proofs of purchase submitted to establish a \$20.00 cash distribution must be dated prior to the Notice Date. Alternatively, you may elect to receive free Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs.

Because Lenny & Larry's has a record of online purchases made through its website, Settlement Class Members who purchased Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Good Products online through its website do not need to submit a proof of purchase, but still need to submit a Claim form.

Settlement Class Members who do not have valid proof of purchase of a Lenny & Larry's product and did not purchase through Lenny & Larry's website may elect to

submit a completed claim form and affidavit. Such Settlement Class Members may receive \$10.00 in cash or Complete Cookies with a retail value of up to \$15.00, including shipping charges and applicable costs.

In addition to paying valid claims, Lenny & Larry's will pay for the notice and claims administration, attorneys' fees and costs, and incentive awards for the five Plaintiffs.

If more than \$350,000 in valid cash claims is claimed, each Settlement Class Member's cash claim shall be reduced on a *pro rata* basis.

How can you get money or product? If you are a Settlement Class Member, you must submit a valid claim by January 29, 2019 to receive money or free product from this Settlement. You can find and submit a Claim Form at the settlement website (www.llcookiesettlement.com), or you can print out a Claim Form and mail it to the Claims Administrator. Only one claim is allowed per Settlement Class Member and per household.

What are my options? If you do not want to be legally bound by the Settlement, you must exclude yourself by January 29, 2019. If you do not exclude yourself, you will give up any claims against Lenny & Larry's regarding alleged misstatements regarding the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products and will not be able to sue Lenny & Larry's for these types of claims or any Released Claims as defined in the Settlement Agreement. You may object to any aspect of the Settlement, but you must do so by January 29, 2019. Additional information is available in the Long Form Notice of Settlement found on the settlement website, which explains how to exclude yourself or object. The Court will hold a Hearing on March 19, 2019 to consider whether to approve the Settlement and requests for attorneys' fees and costs of up to \$1,200,000 and Incentive Awards of \$1,500 to each of the five Plaintiffs. If you file and serve an objection, you and/or your attorney (if you

choose to hire one at your own cost) may appear at this hearing (but are not required to).

This is only a summary. For detailed information including the full notice, the Settlement agreement, and claim forms information, visit (www.llcookiesettlement.com).

DO NOT CONTACT THE COURT OR LENNY & LARRY'S WITH QUESTIONS

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is NOT from a lawyer and you are NOT being sued.

# If you bought Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products, you could receive money or products from a class action settlement.

- A proposed settlement (the "Settlement") has been reached to settle a class action lawsuit (the "Action") against Lenny & Larry's, Inc. (converted to and now known as Lenny & Larry's, LLC) ("Lenny & Larry's"). The Action asserts claims against Lenny & Larry's related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie.
- The Settlement resolves the Action; avoids the costs and risks of continuing the Action; pays eligible Settlement Class Members (defined below) money or gives them free products, and provides other benefits; and releases Lenny & Larry's from liability. Lenny & Larry's denies any wrongdoing and the Court has not decided who is right or wrong in the Action.
- You are eligible to submit a claim if you are a United States resident consumer who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to March 19, 2019. If you submit a valid claim and have a valid proof of purchase, you are entitled to a cash distribution not exceeding the greater of (i) the amount reflected by your proof of purchase up to \$50.00 or (ii) \$20.00. Multiple proofs of purchase may be used to establish one claim. All proofs of purchase submitted to establish a \$20.00 cash distribution must be dated prior to the Notice Date. Alternatively, you may elect to receive free Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs. If you do not have valid proof of purchase of a Lenny & Larry's Baked Goods Product, you may elect to submit a completed claim form and affidavit, and you may receive \$10.00 in cash or Complete Cookies with a retail value of up to \$15.00.
  - Your claim must be submitted by the January 29, 2019 deadline.

Your legal rights are affected even if you do not act. Please read this notice carefully.

| OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT |   |
|--|---|
| PARTICIPATE (see Questions 6-8)                                | To receive money or products from the Settlement, you must submit a claim form and proof of purchase (if you have it) at ( <a href="www.llcookiesettlement.com">www.llcookiesettlement.com</a> ) or by U.S. Mail to PO Box 6727, Portland, OR 97228-6727 no later than January 29, 2019.                  |
| DO NOTHING<br>(see Question 20)                                | If you do nothing, you will not receive any money or products from the Settlement and you will give up your rights to be part of any other lawsuit against Lenny & Larry's regarding food advertising and labeling of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products. |

| EXCLUDE<br>YOURSELF<br>(see Questions 9-11) | If you submit a valid Request for Exclusion at (www.llcookiesettlement.com) or by mail at PO Box 6727, Portland, OR 97228-6727 by no later than January 29, 2019, you will get out of the Action and will not receive any money or products from the Settlement. You will keep your rights to sue Lenny & Larry's separately with your own lawyer. |
|---|--|
| OBJECT<br>(see Questions 14-<br>16)         | If you wish to tell the Court why you do not think the Settlement should be approved, you must submit a written objection at (www.llcookiesettlement.com) or by US Mail at PO Box 6727, Portland, OR 97228-6727 by no later than January 29, 2019.   |

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling the Action still has to decide whether to grant final approval of the Settlement. Settlement money and products will only be issued if the Court grants final approval of the Settlement. Please be patient.
- Additional information regarding the Settlement is available through the Class Counsel, whose contact information is provided in this notice.

#### **BASIC INFORMATION**

# 1. Why did I get this notice?

Lenny & Larry's Baked Goods Products are purchased at many retailers and Lenny & Larry's does not have contact information for many of its customers; therefore, this notice is being published in *Sports Illustrated* and *People* magazines and posted on a settlement website and banner ads in an effort to reach Lenny & Larry's customers.

This notice explains the Action, the Settlement, and your legal rights.

#### 2. What is the Action about?

This class action lawsuit, called *Lori Cowen, et al. v. Lenny & Larry's, Inc.*, Case No. 1:17-cv-01530, is currently pending in the United States District Court for the Northern District of Illinois, Eastern Division (the "Action").

The Action was filed by Lori Cowen, Rochelle Ibarrola, Ava Adames, Amanda Wells, and Barbara Whalen. They are called the Plaintiffs and they represent the Settlement Class. The company Plaintiffs sued is Lenny & Larry's, Inc. and this company is referred to as Lenny & Larry's.

The Action generally asserts claims against Lenny & Larry's related to the advertising, packaging, and labeling of its products. Among other things, the lawsuit claims that Lenny & Larry's misstated the nutritional content of a Lenny & Larry's Baked Goods Product, The Complete Cookie. Lenny & Larry's denies these claims and maintains that it acted in accordance with all laws.

# 3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiffs" (in this case, Lori Cowen, Rochelle Ibarrola, Ava Adames, Amanda Wells, and Barbara Whalen) sues on behalf of people who have similarly alleged claims. All of these people are a "Settlement Class" or "Settlement Class Members." The Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. On October 31, 2018, the Court ordered that the Action could be a class action for purposes of this Settlement only.

### 4. Who is in the Settlement Class?

You are a "Settlement Class Member" or part of the "Settlement Class" if you are a:

# DO NOT CONTACT THE COURT OR LENNY & LARRY'S ABOUT THE SETTLEMENT

United States resident consumer who purchased one or more of Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products at a retail establishment or online any time up to March 19, 2019.

All references to "you" and "your" in this notice refer only to Settlement Class Members.

#### 5. Why is there a Settlement?

The Court has not decided who is right or wrong in the Action. Instead, after conducting substantial investigation, research, discovery, and participating in a mediation with a retired judge, both sides agreed to the Settlement. By agreeing to the Settlement, the parties avoid the cost and risk of a trial and the Settlement Class will get compensation. The Settlement does not mean that any law was broken. Lenny & Larry's denies all of the claims asserted in the Action and denies that it has violated any laws. The Plaintiffs and their lawyers think the Settlement is fair, reasonable and in the best interests of all Settlement Class Members.

# THE SETTLEMENT BENEFITS—WHAT YOU GET

# 6. What will I receive from the Settlement?

If you are a Settlement Class Member and you make a valid claim (and submit a proof of purchase from anytime up to March 19, 2019 if you have it), Lenny & Larry's will give you money or product as follows:

- a. If you have a proof of purchase for Lenny & Larry's The Complete Cookie or any other Lenny & Larry's baked goods product from any time up to March 19, 2019 you may choose a cash distribution or free Lenny & Larry's products.
  - 1. Cash: a cash distribution not exceeding the greater of (i) the amount reflected by your proof of purchase up to \$50.00 or (ii) \$20.00 (so long as your proof of purchase is dated before the Notice Date); or
  - 2. Product: free The Complete Cookies with a retail value of up to \$30.00, including shipping charges and applicable costs.

Because Lenny & Larry's has a record of online purchases made through its website, Lenny & Larry's will provide customer data for online purchasers to the Claims Administrator. The Claims Administrator may give notice of the Settlement to these online purchasers *via* their last known email address. Settlement Class Members who purchased Lenny & Larry's The Complete Cookie or other Lenny & Larry's Baked Goods Products online through its website do not need to submit a proof of purchase.

- b. If you do not have a proof of purchase and did not purchase through Lenny & Larry's website, but did purchase Lenny & Larry's The Complete Cookie or any other Lenny & Larry's baked goods product from any time up to March 19, 2019 you may choose a cash distribution or free Lenny & Larry's products.
  - 1. Cash: a cash distribution of \$10.00; or
  - 2. Product: free Complete Cookies with a retail value of up to \$15.00, including shipping charges and applicable costs.
  - c. You may make only one claim, and only one claim is allowed per household.
- d. The amount that Lenny & Larry's pays for attorneys' fees and costs to Class Counsel (see Question 13 below) will not reduce any amount to be paid to you under the Settlement.
- e. At the end of the 60 day claim period, if more than \$350,000 in total is claimed by all claimants, each Settlement Class Member's cash claim shall be reduced on a *pro rata* basis.

# 7. What am I giving up in exchange for the Settlement benefits?

In exchange for the benefits provided in the Settlement, you (and every other Settlement Class Member who does not submit a valid Request for Exclusion (see Question 9 below)) will release Lenny & Larry's and all its related entities from all claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products. This will prevent you from bringing any future lawsuit against Lenny & Larry's related to these alleged misstatements or any other Released Claims (as defined in the Settlement Agreement).

## **HOW TO GET A SETTLEMENT PAYMENT**

## 8. How do I get Settlement money or product?

To receive money or Lenny & Larry's product from the Settlement, you must be a Settlement Class Member and you must complete and submit a Claim Form online at (www.llcookiesettlement.com) or by mailing in your Claim Form to the Claims Administrator at PO Box 6727, Portland, OR 97228-6727 by no later than January 29, 2019.

If you have a proof of purchase from any time up to March 19, 2019 such as a copy of a register receipt showing the purchase of a Lenny & Larry's product, you may submit it as well.

You can easily upload a PDF or JPG of your proof at (www.llcookiesettlement.com) at the time you submit your Claim Form or mail a copy of your proof at the time you send in your Claim Form.

If your Claim Form (and valid proof, if you possess it) is not timely submitted by the January 29, 2019 deadline, it will be deemed null, void, and ineffective.

If you fail to submit a valid and timely Request for Exclusion on or before the **January 29, 2019** deadline, you will be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not you have submitted a valid Claim Form.

# EXCLUDING YOURSELF FROM THE SETTLEMENT

# 9. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you can "opt out." To do so, you must complete and submit a timely Request for Exclusion form online at (www.llcookiesettlement.com) or by US Mail at PO Box 6727, Portland, OR 97228-6727 by January 29, 2019.

If your Request for Exclusion is not timely submitted, it will be deemed null, void, and ineffective. If you fail to submit a valid and timely Request for Exclusion on or before **January 29, 2019**, you shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

# 10. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get money or product from the Settlement and you will not be bound by the Settlement. You will keep your right to sue Lenny & Larry's regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement.

#### 11. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Lenny & Larry's regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement. You must exclude yourself from the Settlement Class to start or continue your own lawsuit against Lenny & Larry's.

#### THE LAWYERS REPRESENTING YOU

#### 12. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Edward A. Wallace WEXLER WALLACE LLP 55 West Monroe Street, Suite 3300 Chicago, IL 60603

Tel: 312.246.2222 Fax: 312.346.0022

Nick Suciu III BARBAT, MANSOUR & SUCIU PLLC 1644 Bracken Road Bloomfield Hills, MI 48302 Tel: 313.303.3472

Steven Wasserman WASSERMAN LAW GROUP 5567 Reseda Blvd., Suite 330 Tarzana, CA 91356

Tel: 818.705.6800 Fax: 818.705.8634

Each of these Class Counsel can be reached at the phone numbers listed above or at proteincookiesettlement@wassermanlawgroup.com.

# DO NOT CONTACT LENNY & LARRY'S OR THE COURT DIRECTLY ABOUT THE SETTLEMENT.

### 13. How will the lawyers and the costs of the lawsuit be paid?

Subject to Court approval, Lenny & Larry's agrees to pay up to the following amounts (although the Court may award less than these amounts):

- \$1,200,000 in attorneys' fees and costs to Class Counsel; and
- \$1,500 to each of the Plaintiffs as a Class Representative Enhancement Award for their participation in this Action.

The Settlement will be administered and monitored by a third-party Settlement Administrator and Lenny & Larry's will pay the fees for this third-party Settlement Administrator.

Lenny & Larry's payment of all of these fees and costs will not reduce any amounts paid or to the Settlement Class Members.

# DO NOT CONTACT THE COURT OR LENNY & LARRY'S ABOUT THE SETTLEMENT

## **OBJECTING TO THE SETTLEMENT**

# 14. How do I object to the Settlement?

If you do not like the Settlement and wish to object to all or a portion of it, you can do so by submitting a written statement of objection ("Notice of Objection") online at (www.llcookiesettlement.com) or by US Mail at PO Box 6727, Portland, OR 97228-6727. Your Notice of Objection must be submitted no later than January 29, 2019. Instructions for what you need to include in your Notice of Objection are below at Question 15.

# 15. What information do I need to include in my objection?

In order to be valid, your Notice of Objection must be signed by you and state: (1) the case name and case number (see Question 2 above); (2) your name, address, telephone number, and email address; (3) the specific basis for your objection; (4) whether you and/or any attorney retained by you at your own expense intends to appear at the Final Approval Hearing; (5) if you are being represented by an attorney in objecting to the Settlement, the name and contact information of any such attorney; and (6) that by objecting, you may be deposed in this action subject to court approval.

You will only be allowed to orally present your objection at the Court's Final Approval Hearing if you (1) timely submit a valid Notice of Objection and (2) specify in your Notice of Objection that you intend to appear at the Final Approval Hearing. See Questions 17-19 below.

You do not need an attorney to object to the Settlement, but you may hire one at your own expense if you choose to.

### 16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. If you file a Notice of Objection, you are still eligible to receive money or products from the Settlement if you are a Settlement Class Member and submit a timely and valid Claim Form (see Question 10 above).

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. You cannot object if you exclude yourself from the Settlement.

# THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement, which is called the "Final Approval Hearing." If you have filed an objection on time stating that you will appear at the Final Approval Hearing, then you may attend and you may ask to speak, but you do not have to.

### 17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on March 19, 2019 at 10:00 a.m.in Department 1703 at the United States District Court for the Northern District of Illinois, Eastern Division, located at 219 South Dearborn Street, Chicago, IL 60604. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who asked in their Notice of Objection to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

# 18. Do I have to come to the Final Approval Hearing?

# DO NOT CONTACT THE COURT OR LENNY & LARRY'S ABOUT THE SETTLEMENT

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you submitted your written Notice of Objection by the **January 29, 2019** deadline, the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required. If you (or your lawyer) do not appear at the Final Approval Hearing, you waive the right to appeal.

# 19. May I speak at the Final Approval Hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, your written Notice of Objection must include your statement of intent to appear at the Final Approval Hearing.

#### IF YOU DO NOTHING

# 20. What happens if I do nothing at all?

If you do nothing, you will not receive money or product from this Settlement and you will be bound by the release of claims related to alleged misstatements regarding claims related to the advertising, packaging, and labeling of its Baked Goods Products, including among other things, claims related to misstating the nutritional content of Lenny & Larry's The Complete Cookie and other Lenny & Larry's Baked Goods Products, or any of the Released Claims as defined in the Settlement Agreement.

#### ADDITIONAL INFORMATION

# 21. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement, which is available at (www.llcookiesettlement.com). Additionally, complete copies of pleadings and other documents filed in the Action are available during regular business hours at the Clerk of the Court, 219 South Dearborn Street, Chicago, IL 60604. (Fees may apply for copies of these documents.) You may also contact Class Counsel for more information (see Question 12 above).

DO  $\underline{\text{NOT}}$  CALL OR WRITE LENNY & LARRY'S OR THE COURT DIRECTLY FOR MORE INFORMATION.